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11 Attorneys for Plaintiff
12 UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT

14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,

No. CR 22-56-DOC-1

16 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
MICHAEL MCDONAGH

17 v.

18 MICHAEL MCDONAGH,

Defendant.

19 1. This constitutes the plea agreement between MICHAEL
20 MCDONAGH ("defendant") and the United States Attorney's Office for
21 the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to count three of the

1 indictment in United States v. MICHAEL MCDONAGH, CR No. 22-56-DOC-1,
2 which charges defendant with wire fraud, in violation of 18 U.S.C.
3 § 1343.

4 b. Not contest the Factual Basis agreed to in this
5 agreement.

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered
9 for service of sentence, obey all conditions of any bond, and obey
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be
12 excluded for sentencing purposes under United States Sentencing
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessment at or before the
18 time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessments.

20 THE USAO'S OBLIGATIONS

21 3. The USAO agrees to:

22 a. Not contest the Factual Basis agreed to in this
23 agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, move to dismiss the
27 remaining counts of the indictment as against defendant. Defendant
28 agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable
2 Sentencing Guidelines range, the propriety and extent of any
3 departure from that range, and the sentence to be imposed.

4 d. At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offense up to
6 and including the time of sentencing, recommend a two-level reduction
7 in the applicable Sentencing Guidelines offense level, pursuant to
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
9 additional one-level reduction if available under that section.

NATURE OF THE OFFENSE

11 4. Defendant understands that for defendant to be guilty of
12 the crime charged in count three, that is, wire fraud, in violation
13 of Title 18, United States Code, Section 1343, the following must be
14 true: (1) defendant knowingly participated in, devised, or intended
15 to devise a scheme or plan to defraud, or a scheme or plan for
16 obtaining money or property by means of false or fraudulent
17 pretenses, representations, promises, or omitted facts; (2) the
18 statements made as part of the scheme were material, that is, they
19 had a natural tendency to influence, or were capable of influencing,
20 a person to part with money or property; (3) defendant acted with the
21 intent to defraud, that is, the intent to deceive and cheat; and (4)
22 defendant used, or caused to be used, an interstate wire
23 communication to carry out or attempt to carry out an essential part
24 of the scheme.

PENALTIES AND RESTITUTION

26 5. Defendant understands that the statutory maximum sentence
27 that the Court can impose for a violation of Title 18, United States
28 Code, Section 1343, is: 20 years' imprisonment; a three-year period

1 of supervised release; a fine of \$250,000 or twice the gross gain or
2 gross loss resulting from the offense, whichever is greatest; and a
3 mandatory special assessment of \$100.

4 6. Defendant understands that supervised release is a period
5 of time following imprisonment during which defendant will be subject
6 to various restrictions and requirements. Defendant understands that
7 if defendant violates one or more of the conditions of any supervised
8 release imposed, defendant may be returned to prison for all or part
9 of the term of supervised release authorized by statute for the
10 offense that resulted in the term of supervised release, which could
11 result in defendant serving a total term of imprisonment greater than
12 the statutory maximum stated above.

13 7. Defendant understands that, by pleading guilty, defendant
14 may be giving up valuable government benefits and valuable civic
15 rights, such as the right to vote, the right to possess a firearm,
16 the right to hold office, and the right to serve on a jury.
17 Defendant understands that he is pleading guilty to a felony and that
18 it is a federal crime for a convicted felon to possess a firearm or
19 ammunition. Defendant understands that the conviction in this case
20 may also subject defendant to various other collateral consequences,
21 including but not limited to revocation of probation, parole, or
22 supervised release in another case and suspension or revocation of a
23 professional license. Defendant understands that unanticipated
24 collateral consequences will not serve as grounds to withdraw
25 defendant's guilty plea.

26 8. Defendant and his counsel have discussed the fact that, and
27 defendant understands that, if defendant is not a United States
28 citizen, the conviction in this case makes it practically inevitable

1 and a virtual certainty that defendant will be removed or deported
2 from the United States. Defendant may also be denied United States
3 citizenship and admission to the United States in the future.
4 Defendant understands that while there may be arguments that
5 defendant can raise in immigration proceedings to avoid or delay
6 removal, removal is presumptively mandatory and a virtual certainty
7 in this case. Defendant further understands that removal and
8 immigration consequences are the subject of a separate proceeding and
9 that no one, including his attorney or the Court, can predict to an
10 absolute certainty the effect of his conviction on his immigration
11 status. Defendant nevertheless affirms that he wants to plead guilty
12 regardless of any immigration consequences that his plea may entail,
13 even if the consequence is automatic removal from the United States.

14 9. Defendant understands that defendant will be required to
15 pay full restitution to the victims of the offense to which defendant
16 is pleading guilty. Defendant agrees that, in return for the USAO's
17 compliance with its obligations under this agreement, the Court may
18 order restitution to persons other than the victims of the offenses
19 to which defendant is pleading guilty and in amounts greater than
20 those alleged in the count to which defendant is pleading guilty. In
21 particular, defendant agrees that the Court may order restitution to
22 any victim of any of the following for any losses suffered by that
23 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
24 § 1B1.3, in connection with the offense to which defendant is
25 pleading guilty; and (b) any counts dismissed pursuant to this
26 agreement as well as all relevant conduct, as defined in U.S.S.G.
27 § 1B1.3, in connection with those counts.

FACTUAL BASIS

2 10. Defendant admits that defendant is, in fact, guilty of the
3 offense to which defendant is agreeing to plead guilty. Defendant
4 and the USAO agree to the statement of facts provided below and agree
5 that this statement of facts is sufficient to support a plea of
6 guilty to the charge described in this agreement and to establish the
7 Sentencing Guidelines factors set forth in paragraph 12 below but is
8 not meant to be a complete recitation of all facts relevant to the
9 underlying criminal conduct or all facts known to either party that
10 relate to that conduct.

11 Beginning on a date unknown and continuing through on or about
12 May 16, 2019, in Los Angeles, Orange, and Riverside Counties, within
13 the Central District of California, and elsewhere, defendant, and his
14 co-schemers ANTONIO DUARTE, CHRISTOPHER JAMES VANNOY, FRANK ANTHONY
15 MOLINA, and RUBEN ORTIZ (collectively, "co-schemers"), knowingly
16 participated in and executed a fraudulent telemarketing scheme with
17 each other and others known and unknown to obtain money and property
18 by means of intentional material false or fraudulent pretenses,
19 representations, or promises, and the concealment of material facts.
20 To execute this scheme, the co-schemers used interstate wires. At
21 all relevant times, defendant and his co-schemers acted with the
22 intent to defraud.

23 As part of their scheme, defendant and co-schemers DUARTE,
24 VANNOY, and ORTIZ controlled and/or managed various telemarketing
25 companies, including Global Transfer, Inc. ("Global Transfer"),
26 Global Transfer SoCal, Inc. ("GTS"), Nationwide Transfer ("NT"), and
27 Nationwide Exit Specialist, Inc. ("NES" and collectively referred to
28 as the "Telemarketing Companies"). Through the Telemarketing

1 Companies, the co-schemers contacted potential victims who were
2 timeshare owners and offered to help them terminate their timeshare
3 interest for a fixed fee. In truth, during the scheme, the co-
4 schemers had no intention of relieving the timeshare owners of their
5 timeshare obligations for a fixed fee, but rather intended to obtain
6 as much money as they could from the victims through fraud, including
7 the following materially false and fraudulent representations and
8 actions, among others:

9 a. That for a fee, the Telemarketing Companies would
10 secure a large "settlement" payment for the victim based on
11 litigation against the victim's timeshare company;

12 b. That for a fee, the Telemarketing Companies would
13 secure a large "restitution" payment from the victim's timeshare
14 company because the timeshare company had purportedly rented out the
15 victim's timeshare property without the victim's permission;

16 c. That any additional fees being requested by the co-
17 schemers would be refunded to the victim once the victim's timeshare
18 company paid the settlement and/or restitution payment; and

19 d. That the victims could not communicate with their
20 timeshare company, including inquiries related to the "restitution"
21 and/or "settlement" payments the co-schemers promised because the
22 victim's timeshare company purportedly required the victim to sign a
23 non-disclosure agreement.

24 The co-schemers also omitted and concealed material facts from
25 the victims, including the fact that none of the payments sought by
26 the Telemarketing Companies were used for the purpose of obtaining
27 restitution or settlement payments from the timeshare companies, but
28 rather were used for the purpose of personally enriching the co-

1 schemers. To conceal their fraud and lull victims into inaction, the
2 co-schemers would also frequently cause victims' timeshare company
3 ownership interests to be transferred to individuals who had no
4 intention of making payments to the timeshare companies or otherwise
5 fulfill the obligations of a timeshare transferee, including
6 Individual 1.

7 To further the scheme, defendant created, operated, and
8 controlled the following entities: (a) GT in August 2015; (b) GTS in
9 December 2015; and (c) NT in July 2017. After these telemarketing
10 businesses were used to defraud numerous victims, many of whom
11 reported the fraud to law enforcement and/or other reporting agencies
12 like the Better Business Bureau, defendant caused articles of
13 incorporation for another telemarketing company, NES, to be filed
14 with the California Secretary of State. To conceal his relationship
15 with NES and allow the fraud scheme to continue, defendant used co-
16 schemer ORTIZ's name to create NES and asked co-schemer ORTIZ to open
17 bank accounts in co-schemer ORTIZ's name for NES.

18 Throughout the scheme, co-schemers DUARTE, VANNOY, and DARRICK
19 MORRELL reported to defendant who was aware and approved of the use
20 of materially false and fraudulent representations in order to obtain
21 money from victims, money that defendant demanded the co-schemers
22 obtain for the Telemarketing Companies. For example, the co-schemers
23 took the following acts, among others, at defendant's supervision:

24 • On May 3, 2017, while working for GTS, co-schemers VANNOY
25 and Morrell called victim D.P. to solicit an additional
26 \$5,500 for purported "legal costs." During the phone call,
27 co-schemer VANNOY falsely stated that he was a member of
28 GTS's "legal team" and that he had traveled to victim D.P.'s

1 timeshare company to complete settlement negotiations. At
2 the time of the call, co-schemers VANNOY and Morrell were
3 in California and D.P. was in New York.

4

- 5 • On or before March 7, 2018, while working for NT, co-
6 schemer DUARTE sent an email from California to victim R.G.
7 in Oklahoma requesting an additional \$4,475 fee and falsely
8 representing that victim R.G.'s timeshare company had
9 agreed to pay \$66,725.71 in restitution to R.G. The email
10 further falsely stated, "this entire process is guaranteed
11 until your case is resolved" and "this fee will be a fully
12 reimbursed fee back by your ownership."
- 13 • On December 19, 2018, while working for NES, co-schemer
14 VANNOY sent an email from California to victim T.C. in
15 Connecticut soliciting an additional fee of \$6,884 based on
16 materially false statements, including that co-schemer
17 VANNOY was "sending [victim T.C.] the details of the case
18 [that NES was] looking to pursue" against the victim's
19 timeshare company, falsely claiming that NES's
20 "investigation showed evidence of a securities violation,
21 Double backing (unauthorized rental), as well as an
22 unauthorized release of personal information."

23 Defendant admits that more than \$3,500,000 in actual losses were
24 either caused directly by defendant or by his co-schemers at the
25 Telemarketing Companies and that this conduct was reasonably
foreseeable to him.

26 SENTENCING FACTORS

27 11. Defendant understands that in determining defendant's
28 sentence the Court is required to calculate the applicable Sentencing

1 Guidelines range and to consider that range, possible departures
2 under the Sentencing Guidelines, and the other sentencing factors set
3 forth in 18 U.S.C. § 3553(a). Defendant understands that the
4 Sentencing Guidelines are advisory only, that defendant cannot have
5 any expectation of receiving a sentence within the calculated
6 Sentencing Guidelines range, and that after considering the
7 Sentencing Guidelines and the other § 3553(a) factors, the Court will
8 be free to exercise its discretion to impose any sentence it finds
9 appropriate up to the maximum set by statute for the crime of
10 conviction.

11 12. Defendant and the USAO agree to the following applicable
12 Sentencing Guidelines factors:

13 Base Offense Level: 7 [U.S.S.G. § 2B1.1(a)(1)]

14 Loss Between \$3,500,000 +18 [U.S.S.G. § 2B1.1(b)(1)(J)]
 and \$9,500,000:

16 Defendant and the USAO reserve the right to argue that additional
17 specific offense characteristics, adjustments, and departures under
18 the Sentencing Guidelines are appropriate. Specifically, the
19 government reserves the right to argue that the specific offense
20 characteristic for the conduct in this case caused substantial
21 financial hardship under U.S.S.G. § 2B1.1(b) (2) (C) applies here,
22 which would result in a two-level increase. Further, the government
23 reserves the right to argue that the following adjustments apply
24 here: (1) offense conduct involved a large number of vulnerable
25 victims under U.S.S.G. § 3A1.1(a), which would result in a four-level
26 upward adjustment; and (2) defendant was an organizer or leader of
27 criminal activity involving five or more participants under U.S.S.G.
28 § 3B1.1(a), which would result in a four-level upward adjustment.

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

- a. The right to persist in a plea of not guilty.
- b. The right to a speedy and public trial by jury.
- c. The right to be represented by counsel -- and if
have the Court appoint counsel -- at trial. Defendant
has, however, that, defendant retains the right to be
represented by counsel -- and if necessary have the Court appoint
counsel -- at every other stage of the proceeding.
- d. The right to be presumed innocent and to have the
proof placed on the government to prove defendant guilty
beyond a reasonable doubt.
- e. The right to confront and cross-examine witnesses
against defendant.
- f. The right to testify and to present evidence in
connection with the charges, including the right to compel the
attendance of witnesses to testify.
- g. The right not to be compelled to testify, and, if
defendant chose not to testify or present evidence, to have that
not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

16. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

17. Defendant agrees that, provided the Court imposes a term of imprisonment within or below the range corresponding to an offense level of 32 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following:

(a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing

1 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the
2 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

3 18. The USAO agrees that, provided (a) all portions of the
4 sentence are at or below the statutory maximum specified above and
5 (b) the Court imposes a term of imprisonment within or above the
6 range corresponding to an offense level of 32 and the criminal
7 history category calculated by the Court, the USAO gives up its right
8 to appeal any portion of the sentence.

9 RESULT OF WITHDRAWAL OF GUILTY PLEA

10 19. Defendant agrees that if, after entering a guilty plea
11 pursuant to this agreement, defendant seeks to withdraw and succeeds
12 in withdrawing defendant's guilty plea on any basis other than a
13 claim and finding that entry into this plea agreement was
14 involuntary, then (a) the USAO will be relieved of all of its
15 obligations under this agreement; and (b) should the USAO choose to
16 pursue any charge that was either dismissed or not filed as a result
17 of this agreement, then (i) any applicable statute of limitations
18 will be tolled between the date of defendant's signing of this
19 agreement and the filing commencing any such action; and
20 (ii) defendant waives and gives up all defenses based on the statute
21 of limitations, any claim of pre-indictment delay, or any speedy
22 trial claim with respect to any such action, except to the extent
23 that such defenses existed as of the date of defendant's signing this
24 agreement.

25 EFFECTIVE DATE OF AGREEMENT

26 20. This agreement is effective upon signature and execution of
27 all required certifications by defendant, defendant's counsel, and an
28 Assistant United States Attorney.

BREACH OF AGREEMENT

21. Defendant agrees that if defendant, at any time after the
signature of this agreement and execution of all required
certifications by defendant, defendant's counsel, and an Assistant
United States Attorney, knowingly violates or fails to perform any of
defendant's obligations under this agreement ("a breach"), the USAO
may declare this agreement breached. All of defendant's obligations
are material, a single breach of this agreement is sufficient for the
USAO to declare a breach, and defendant shall not be deemed to have
cured a breach without the express agreement of the USAO in writing.
If the USAO declares this agreement breached, and the Court finds
such a breach to have occurred, then: (a) if defendant has previously
entered a guilty plea pursuant to this agreement, defendant will not
be able to withdraw the guilty plea, and (b) the USAO will be
relieved of all its obligations under this agreement.

16 22. Following the Court's finding of a knowing breach of this
17 agreement by defendant, should the USAO choose to pursue any charge
18 that was either dismissed or not filed as a result of this agreement,
19 then:

20 a. Defendant agrees that any applicable statute of
21 limitations is tolled between the date of defendant's signing of this
22 agreement and the filing commencing any such action.

23 b. Defendant waives and gives up all defenses based on
24 the statute of limitations, any claim of pre-indictment delay, or any
25 speedy trial claim with respect to any such action, except to the
26 extent that such defenses existed as of the date of defendant's
27 signing this agreement.

1 c. Defendant agrees that: (i) any statements made by
2 defendant, under oath, at the guilty plea hearing (if such a hearing
3 occurred prior to the breach); (ii) the agreed to factual basis
4 statement in this agreement; and (iii) any evidence derived from such
5 statements, shall be admissible against defendant in any such action
6 against defendant, and defendant waives and gives up any claim under
7 the United States Constitution, any statute, Rule 410 of the Federal
8 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, or any other federal rule, that the statements or any
10 evidence derived from the statements should be suppressed or are
11 inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

14 23. Defendant understands that the Court and the United States
15 Probation and Pretrial Services Office are not parties to this
16 agreement and need not accept any of the USAO's sentencing
17 recommendations or the parties' agreements to facts or sentencing
18 factors.

19 24. Defendant understands that both defendant and the USAO are
20 free to: (a) supplement the facts by supplying relevant information
21 to the United States Probation and Pretrial Services Office and the
22 Court; (b) correct any and all factual misstatements relating to the
23 Court's Sentencing Guidelines calculations and determination of
24 sentence; and (c) argue on appeal and collateral review that the
25 Court's Sentencing Guidelines calculations and the sentence it
26 chooses to impose are not error, although each party agrees to
27 maintain its view that the sentencing calculations set forth above
28 are consistent with the facts of this case. This paragraph permits

1 both the USAO and defendant to submit full and complete factual
2 information to the United States Probation and Pretrial Services
3 Office and the Court, even if that factual information may be viewed
4 as inconsistent with the Factual Basis or Sentencing Factors agreed
5 to in this agreement.

6 25. Defendant understands that even if the Court ignores any
7 sentencing recommendation, finds facts or reaches conclusions
8 different from those agreed to, and/or imposes any sentence up to the
9 maximum established by statute, defendant cannot, for that reason,
10 withdraw defendant's guilty plea, and defendant will remain bound to
11 fulfill all defendant's obligations under this agreement. Defendant
12 understands that no one -- not the prosecutor, defendant's attorney,
13 or the Court -- can make a binding prediction or promise regarding
14 the sentence defendant will receive, except that it will be within
15 the statutory maximum.

16 NO ADDITIONAL AGREEMENTS

17 26. Defendant understands that, except as set forth herein,
18 there are no promises, understandings, or agreements between the USAO
19 and defendant or defendant's attorney, and that no additional
20 promise, understanding, or agreement may be entered into unless in a
21 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

27. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

THOMAS F. RYBACZYK
IAN V. YANNIELLO
Assistant United States Attorneys

April 27, 2023

Date

MICHAEL MCDONAGH
Defendant

Date

PETER C. SWARTH
Attorney for Defendant MICHAEL
MCDONAGH

Date

27. The parties agree that this agreement will be considered
part of the record of defendant's guilty plea hearing as if the
entire agreement had been read into the record of the proceeding.

5 AGREED AND ACCEPTED

6 UNITED STATES ATTORNEY'S OFFICE
7 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

8 E. MARTIN ESTRADA
United States Attorney

10 THOMAS F. RYBACZYK
11 IAN V. YANNIELLO
12 Assistant United States Attorneys

13 MICHAEL MCDONAGH
14 Defendant

15 PETER C. SWARTH
16 Attorney for Defendant MICHAEL
MCDONAGH

Date

4/27/23

Date

4/27/23

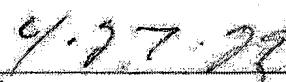
Date

1 **CERTIFICATION OF DEFENDANT**

2 I have read this agreement in its entirety. I have had enough
3 time to review and consider this agreement, and I have carefully and
4 thoroughly discussed every part of it with my attorney. I understand
5 the terms of this agreement, and I voluntarily agree to those terms.
6 I have discussed the evidence with my attorney, and my attorney has
7 advised me of my rights, of possible pretrial motions that might be
8 filed, of possible defenses that might be asserted either prior to or
9 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
10 of relevant Sentencing Guidelines provisions, and of the consequences
11 of entering into this agreement. No promises, inducements, or
12 representations of any kind have been made to me other than those
13 contained in this agreement. No one has threatened or forced me in
14 any way to enter into this agreement. I am satisfied with the
15 representation of my attorney in this matter, and I am pleading
16 guilty because I am guilty of the charge and wish to take advantage
17 of the promises set forth in this agreement, and not for any other
18 reason.

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20 MICHAEL MCDONAGH
Defendant

21 Date 

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CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am MICHAEL MCDONAGH's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

PETER C. SWARTH
Attorney for Defendant MICHAEL
MCDONAGH

Date